

EXHIBIT "A"

AGREEMENT OF SUBLEASE

between

WASSERSTEIN PERELLA GROUP HOLDINGS, LLC

Sublandlord

and

LEHMAN BROTHERS HOLDINGS INC.

Subtenant

**Entire Tenant Rentable Area
of the 12th Floor
1301 Avenue of the Americas
New York, New York 10019**

as of July 26, 2006

6.2.2 for the period commencing at 12:01 A.M. on May One, Two Thousand Eleven (May 1, 2011) and ending at 11:59 P. M. on April Thirty, Two Thousand Sixteen (April 30, 2016), the sum of Two Million Two Hundred Nineteen Thousand Four Hundred Dollars (\$2,219,400) *per annum* in equal monthly installments of One Hundred Eighty-Four Thousand Nine Hundred Fifty Dollars (\$184,950) each payable on May One, Two Thousand Eleven (May 1, 2011) and on the first day of each succeeding calendar month thereafter through and including April One, Two Thousand Sixteen (April 1, 2016); provided, however, that if the Term is extended, and the Expiration Date is postponed, to May 30, 2016, as provided in Section 4.2 of this Sublease, then Subtenant shall pay to Sublandlord on May 1, 2016 an additional installment of Base Rent in the amount of One Hundred Eighty-Four Thousand Nine Hundred Fifty Dollars (\$184,950) together with all Electricity Charges, Additional Rent and other sums allocable to the month of May 2016 and payable by Subtenant under and/or in connection with this Sublease.

6.2.3 If the Commencement Date shall occur on any day other than the first day of a calendar month, then the monthly installment of Base Rent for such partial calendar month shall be prorated based on the total number of calendar days in such entire calendar month and Subtenant shall pay such prorated installment of Base Rent and the applicable installment of the Electricity Charge (as hereinafter defined) as so prorated to Sublandlord within five (5) days after the Commencement Date. If the Expiration Date or earlier end of the Term of this Sublease (except if such earlier end of the Term is due to a default hereunder) shall occur on any day other than the last day of a calendar month, then the monthly installment of Base Rent for such partial calendar month shall be prorated based on the total number of days in such entire calendar month and Subtenant shall pay such prorated installment of Base Rent and the applicable installment of the Electricity Charge as so prorated to Sublandlord on the first day of the calendar month in which the Expiration Date or earlier end of the Term shall occur. If the Term shall end because of a default on the part of Subtenant, then the provisions of Article 16 of the Lease as modified and incorporated into this Sublease shall apply thereto.

6.3 For the period commencing at 12:01 A.M. on the Commencement Date and ending at 11:59 P.M. on the Expiration Date or earlier end of the Term of this Sublease, Subtenant shall pay to Sublandlord in monthly installments the Electricity Charge determined in accordance with Section 10.2 of this Sublease.

6.4 Simultaneously with the execution and delivery of this Sublease, Subtenant shall deliver to Sublandlord Subtenant's check, which Sublandlord will accept subject to collection, in the amount of One Hundred Sixty-Seven Thousand Eight Hundred Twenty-Five Dollars (\$167,825) and upon collection of the proceeds of such check, Sublandlord shall apply such proceeds *pro tanto* toward the installment of Base Rent due and payable hereunder on November 1, 2006.

6.5 In addition to Base Rent Subtenant hereby covenants and agrees to pay to Sublandlord, as Additional Rent, at Sublandlord's office at 1301 Avenue of the Americas, New York, New York or at such other place in the United States of America as Sublandlord shall designate by notice to Subtenant, at the times provided in this Section 6.5, Subtenant's Escala-

tion Rent. Subtenant shall pay to Sublandlord Subtenant's Escalation Rent in monthly installments not later than the applicable date, determined in accordance with Section 8.6 of this Sublease which is prior to the date on which Sublandlord, as Tenant under the Lease, is obligated to pay the corresponding installment or other amount in respect of Tenant's Escalation Rent or the Tentative Monthly Escalation Charge, as the case may be, to Landlord pursuant to Article 5 of the Lease. If the Expiration Date or other end of the Term of this Sublease shall occur on any day other than the last day of a calendar month, the monthly installment of Subtenant's Escalation Rent for such partial calendar month shall be prorated based on the total number of days in such entire calendar month and Subtenant shall pay such prorated installment of Subtenant's Escalation Rent to Sublandlord on the first day of the month in which the Expiration Date or other end of the Term of this Sublease shall occur. Subtenant shall pay all other amounts in respect of Subtenant's Escalation Rent (including, without limitation, recomputed amounts as provided in this Section 6.5) within fifteen (15) days after the date of Sublandlord's invoice or other written demand therefor. With reasonable promptness after Sublandlord's receipt of an Operating Statement, or a revised Operating Statement, or other supporting documentation supplied by Landlord in respect of Escalation Rent (as defined in the Lease) applicable to the Demised Premises with respect to a period of time included within the Term, Sublandlord shall furnish to Subtenant a copy thereof. With reasonable promptness after Sublandlord's receipt of an Operating Statement, or a revised Operating Statement, or other supporting documentation supplied by Landlord in respect of Escalation Rent (as defined in the Lease) applicable to the Demised Premises in each case applicable to a period or periods for which Subtenant has theretofore paid Subtenant's Escalation Rent, Sublandlord and Subtenant shall make appropriate adjustments to conform the payments theretofore made by Subtenant to the amounts shown on such Operating Statement or revised Operating Statement, as the case may be (*i.e.* Subtenant shall pay to Sublandlord the total of any underpayment(s) by Subtenant, and Sublandlord shall, at Sublandlord's option, either refund to Subtenant or credit against subsequent installment(s) of Sublease Escalation Rent the amount of any overpayment(s) by Subtenant). If Sublandlord shall receive any refund (whether by payment or credit) in respect of any Tenant's Escalation Rent (whether on account of any audit or challenge of Operating Expenses, including any assessment reduction proceeding or otherwise) and if such refund shall be applicable to an Operating Year with respect to which Subtenant's Escalation Rent is payable under this Sublease, then Sublandlord shall recompute the amount of Subtenant's Escalation Rent with respect to such Operating Year, taking into account any payments theretofore made by Subtenant in respect of the applicable Subtenant's Escalation Rent, as the case may be. Based upon such recomputation, Sublandlord shall refund to Subtenant the amount of any overpayment of Subtenant's Escalation Rent theretofore made by Subtenant. Similarly, if any Operating Payment shall be increased (by reason of a special assessment, the correction of an error or oversight or otherwise), Sublandlord shall recompute the amount of the Subtenant's Escalation Rent, as the case may be, with respect to the Operating Year in question and, based upon such recomputation, Subtenant shall pay to Sublandlord as Additional Rent, the additional amount so determined to be due. Whenever Sublandlord is required by this Section 6.5 to make any payment to Subtenant, Sublandlord, at Sublandlord's option, may do so by granting to Subtenant a credit against Base Rent or any item of Additional Rent then or thereafter coming due under this Sublease. If any payment due Subtenant shall exceed the Base Rent and Additional Rent then or thereafter coming due under this Sublease, Sublandlord shall refund to Subtenant the amount of such excess.